



MONUSCO

Mission de l'Organisation des Nations Unies pour la Stabilisation en République démocratique du Congo

United Nations Organisation Stabilization Mission in the Democratic Republic of Congo

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PROTECT

STABILIZE

CONSOLIDATE PEACE

INTERNAL ROUTING SLIP

TO: **Mr. Maman S. Sidikou**
A: **SRSG**

THROUGH: **Ms. Vivian van de Perre**
S/C DE: **MCOS a.i.**

FROM: **Mr. Seth Levine**
DE: **Senior Legal Adviser**

Date 14 July 2017

[Handwritten signatures: M. Sidikou, V. van de Perre, P. Levine]

[Handwritten initials: PPAZ]

Subject: Amendment No.1 to the 2014 MoU between UNDP and MONUSCO regarding implementation of the Data Collection on Peace Consolidation and Reconstruction in the DRC Project.

Action: For SRSG's signature

RECEIVED
COS/04440
17 JUL 2017
Office - MCOS Goma

Drafted		Consulted		Approved	
Name	Unit	Name	Unit	Name	Unit
Seth Levine	LA O	Richard De la Falaise Alfredo Teixeira	SSU UNDP	Alexandros Zervos	LAO

Peace it!



**AMENDMENT No. 1
TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN
UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP)
AND
THE UNITED NATIONS ORGANIZATION STABILIZATION MISSION IN THE
DEMOCRATIC REPUBLIC OF CONGO (MONUSCO)**

Reference is made to the Memorandum of Understanding concluded in December 2014 between the UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP), and the UNITED NATIONS ORGANIZATION STABILIZATION MISSION IN THE DEMOCRATIC REPUBLIC OF CONGO (MONUSCO) regarding implementation of the "*Data Collection on Peace Consolidation and Reconstruction in the DRC Project*" (hereinafter referred to as the "MOU").

WHEREAS the MOU provides that any modification thereto shall require an amendment in writing between both Parties;

WHEREAS the Parties wish to amend the MOU to further clarify how data arising under the MOU shall be handled by the Parties;

NOW THEREFORE, the Parties agree:

1. The relevant MOU provisions indicated below are hereby amended as follows:

Article VII (Title Rights) paragraph 27 is replaced in its entirety with the following:

"27. Both Parties shall have access to data collected under the Project, including the data set out in the table in Attachment 1 to this Amendment which may be updated from time to time. In order to protect the security of information and participants in data collection, the Parties agree to abide by a joint protocol (Annex V) regarding the handling of data, as well as the following provisions:

- a. The data collected under the Project will be shared in raw format – i.e., the individual entries of each interview compiled by the Brigham and Women's Hospital/Harvard Humanitarian Initiative (the "Contractor") in an Excel or SPSS queue, and corrected in the event of any errors. The data in such raw format will be filtered by the Contractor before being transmitted to MONUSCO's Stabilization Support Unit (*Unité d'appui à la stabilisation* or "UAS") so that any information relating to the location of the survey respondents or interviewees is removed to protect their anonymity ("Raw Data").
- b. MONUSCO will appoint its UAS focal point to whom access to the data will be granted. UAS will manipulate the Raw Data collected under the Project and set out in

the table in attachment I to this amendment, which may be updated from time to time and conduct data analysis. The result of this process by UAS will result in a collection of tables, graphs and figures that will serve as the basis for the drafting of narrative monitoring reports, collectively referred to as "Processed Data". These reports will include the semi-annual *International Security and Stabilization Support Strategy Reports* ("ISSSS Stabilization Reports") and the quarterly "Spotlight Reports", collectively referred to as "Narrative Reports". UAS will ensure that the Processed Data remains sufficiently anonymous to protect the privacy and security of all stakeholders involved whose views may be reflected in the Processed Data. UAS will ensure that any potentially sensitive data is not reflected in the Processed Data.

- c. UNDP reserves the right to review any Processed Data, in consultation with Brigham and Women's Hospital/Harvard Humanitarian Initiative (the "Contractor"), and to redact any information in the Processed Data to preserve the anonymity of the concerned stakeholders, prior to its publication.
- d. Narrative reports containing solely the Processed Data may be produced in different versions depending on the type of publication, and depending on the entity/entities who are the intended recipients of such reports, and whose level of access to the information contained in the reports may vary. Each report will be followed up by dissemination activities (including meetings and workshops) held in the ISSSS zones of intervention, including Kinshasa.
- e. Any publication of the Processed Data will acknowledge MONUSCO, UNDP and the Harvard Humanitarian Initiative as the data source.

Article VII (Title Rights) paragraph 29 is modified as follows:

"29. Subject to the terms of paragraph 27 above, UNDP grants MONUSCO a royalty-free license to produce, reproduce, distribute and communicate any material produced under the Project for non-commercial purposes and exclusively on a non-profit basis (the "License"). If MONUSCO develops public information materials, such as pamphlets and similar written publications, and refers to data and information from the Project, such reference(s) shall duly acknowledge that they derive from the Project and acknowledge UNDP's copyright."

2. Except as expressly modified herein in accordance with paragraph 1, all other terms of the MOU shall remain unchanged and shall continue in full force and effect.
3. This Amendment will come into effect as of the date of last signature hereof by UNDP and MONUSCO.

For UNDP:

By [Signature]
(signature)
[Typed Name]
(typed or printed name)

For MONUSCO:

By [Signature]
(signature)
MAHAR LITIKOV
(typed or printed name)

Title: Resident Representative a.c.

Date: 11/07/2017

Title: SRIG

Date: 20/7/2017

Attachment I.

List of data collected under the Project and shared between UNDP and MONUSCO in accordance with the terms of this MOU.

Raw Data collected in the priority zones and for the polls

Zone géographique	Juin 2016 (Poll 7)	Décembre 2016 (Poll 9)	Juin 2017 (Poll 11)	Décembre 2017 (Poll 13)	Juin 2018 (Poll 15)	Décembre 2018 (Poll 17)
Province Ituri	Données niveau territoire	Données niveau territoire	Données niveau territoire	Données niveau territoire	Données niveau territoire	Données niveau territoire
Zone Prioritaire Sud Irumu	Sur échantillonnage et niveau 'sous-zone prioritaire'	Sur échantillonnage et niveau 'sous-zone prioritaire'	Sur échantillonnage et niveau 'sous-zone prioritaire'	Sur échantillonnage et niveau 'sous-zone prioritaire'	Sur échantillonnage et niveau 'sous-zone prioritaire'	Sur échantillonnage et niveau 'sous-zone prioritaire'
Province Nord Kivu	Données niveau territoire	Données niveau territoire	Données niveau territoire	Données niveau territoire	Données niveau territoire	Données niveau territoire
Kitshanga	Sur échantillonnage et niveau 'sous-zone prioritaire'	Sur échantillonnage et niveau 'sous-zone prioritaire'	Sur échantillonnage et niveau 'sous-zone prioritaire'	Sur échantillonnage et niveau 'sous-zone prioritaire'	Sur échantillonnage et niveau 'sous-zone prioritaire'	Sur échantillonnage et niveau 'sous-zone prioritaire'
Province Sud-Kivu	Données niveau territoire	Données niveau territoire	Données niveau territoire	Données niveau territoire	Données niveau territoire	Données niveau territoire
Plaine de la Ruzizi	Sur échantillonnage et niveau 'sous-zone prioritaire'	Sur échantillonnage et niveau 'sous-zone prioritaire'	Sur échantillonnage et niveau 'sous-zone prioritaire'	Sur échantillonnage et niveau 'sous-zone prioritaire'	Sur échantillonnage et niveau 'sous-zone prioritaire'	Sur échantillonnage et niveau 'sous-zone prioritaire'

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